

copied: Mitch (P.O.)  
Eric (Ops)  
Wanda B (SR)  
PW file  
6-2-05  
MB  
orig file

TO BE RECORDED

RETURN ADDRESS

City of Vancouver  
City Clerk's Office  
PO Box 1995  
Vancouver, WA 98668-1995

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF CAMAS AND THE CITY OF VANCOUVER  
FOR FUEL AND EQUIPMENT REPAIR**

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between The City of Camas, a municipal corporation of the State of Washington ("Camas"), and The City of Vancouver, a municipal corporation and charter city of the first class the State of Washington, ("Vancouver").

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, Camas does not find it cost effective to do the following vehicle repair and maintenance work that is described within this agreement; and

WHEREAS, Vancouver has the necessary personnel and equipment and is willing to do said vehicle repair and maintenance work described in this agreement;

NOW, THEREFORE,

Camas AND Vancouver agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is for Vancouver to provide Camas with vehicle maintenance and repair service. The rates charged for such repair and maintenance is set forth in Exhibit "A", which is attached hereto and incorporated herein by reference and is available upon request.

SECTION 2. TERM. The term of this Agreement is for the period from April 18, 2005 through April 18, 2006. Such term may be extended each year up to four consecutive one year extensions in accordance with Section 4 of this Agreement.

SECTION 3. TERMINATION. Either party may choose to terminate this Agreement by notifying the other party in writing thirty (30) days prior to termination. When either party determines that such termination is in its best interest, termination will become effective thirty (30) days after receipt of the letter of intent to terminate.

SECTION 4. EXTENSIONS. The term of this Agreement may be extended in one-year increments from the date that this Agreement was initially executed by mutual written agreement of both parties, up to maximum of five (5) years. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of the contract. If such agreement is extended, then there will be an annual review of the cost of services provided under this agreement. If such review(s) result in a finding of increased costs then such increased costs will be available upon request. The Camas City Administrator is authorized to approve and execute such one-year extensions without further authorization from the Camas

City Council. The Vancouver City Manager is authorized to approve and execute such one year extensions without further authorization of the Vancouver City Council.

SECTION 5. DEFINITION OF FACILITY AND PARTICIPANTS. Vancouver will perform all repair work and refueling services for Camas at the Operations Center Equipment Services Shop located at 4711 E. Fourth Plain Boulevard in Vancouver, Washington. However, nothing in this Agreement shall restrict or limit Vancouver from having diagnostic, repair and/or maintenance work performed by subcontractors to be determined by Vancouver. This Agreement shall also allow Vancouver to perform diagnostic, repair and maintenance work on vehicles belonging to Camas at any location determined by Vancouver to be the most efficient and practical.

SECTION 6. SCOPE OF SERVICES AND LIMITED WARRANTY. Vancouver will perform repair and maintenance work for vehicles owned by Camas. Vancouver will repair or replace any new parts or redo any labor which fails in normal service due to defects in parts or labor if notified within ninety (90) days from the date of the repair or maintenance or 3,000 miles after the date of repair and/or maintenance or at the expiration of the factory warranty pertaining to the respective part, whichever occurs first. This warranty does not cover loss of time, use, inconvenience, normal wear, abuse, misuse, used parts or other matters not specified and there shall be no liability for consequential, incidental or commercial damages. VANCOUVER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN

CONNECTION WITH THE REPAIR AND/OR MAINTENANCE WORK. NO WARRANTY, WHETHER EXPRESSED OR IMPLIED, EXTENDS BEYOND NINETY (90) DAYS FROM THE DATE OF REPAIR AND/OR MAINTENANCE. See Exhibit "A" for scope of services and shop rates pertaining to this Agreement.

SECTION 7. FUEL DISCLAIMER. Vancouver endeavors to prevent the introduction into its storage facilities of water or other contaminants. Vancouver, however, makes no warranty express or implied that its fuel is free from water or other contaminants, nor does it make an express or implied warranty regarding the use of the Vancouver's fuel for particular purposes.

SECTION 8. COST OF SERVICE. Camas agrees to pay a sum equal to the agreed upon rate(s), plus applicable sales tax. All rates shall include appropriate overhead costs, applicable sales and business and occupation taxes, applicable liability insurance charges, and actual charges. A fifteen dollar (\$15.00) charge for billing and administrative services will be added to each invoice.

SECTION 9. BILLING METHOD AND PROCESS. Camas shall pay invoices submitted by Vancouver pursuant to this agreement for vehicle maintenance, repair and fueling within thirty days after issuance of the bill. Payments that are not paid within the allotted time periods shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one percent (1%) per month. Payments will be remitted to the City of Vancouver Finance Department, P.O. Box 8995, 610 Esther Street, Vancouver, WA 98668.

All Invoices shall be sent to Camas Accounts Payable, 2100 NE 3<sup>rd</sup> Avenue, Camas, WA 98607.

SECTION 10. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the Camas City Administrator and Vancouver City Manager shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. The contract managers shall, during the interim, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

SECTION 11. DISPUTE RESOLUTION. In the event of a dispute between Camas and Vancouver regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the Camas City Administrator and the Vancouver City Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Camas City Administrator and the Vancouver City Manager. The decision of the Camas Administrator and the Vancouver City Manager regarding the dispute shall be final as between the parties.

Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the Camas Administrator and the Vancouver City Manager may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

SECTION 12. INDEPENDENT CONTRACTOR. Vancouver is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Camas and Vancouver or between any of Camas's or Vancouver's employees. Vancouver shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by Vancouver pursuant to this Agreement. Nothing in this Agreement shall make any employee of Camas an employee of Vancouver or any employee of Vancouver an employee of Camas for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

SECTION 13. CIVIL RIGHTS ACT. In accordance with Title VI of the Civil Rights Act, Vancouver agrees that it will not discriminate against any employee because of race, color, creed, national origin, sex, age, or disability. In addition, Vancouver agrees to comply with applicable Federal implementing regulations and other implementing requirement FTA may issue.

#### SECTION 14. HOLD HARMLESS/INDEMNIFICATION

a. CAMAS RESPONSIBILITY. Camas agrees to indemnify, defend, save and hold harmless Vancouver, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and

expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, action or actions by Camas pursuant to this Agreement.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against Vancouver, then Vancouver retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against Vancouver by an employee of Camas or subcontractor or agent of Camas, even if Camas is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

b. CITY RESPONSIBILITY. Vancouver agrees to indemnify, defend, save and hold harmless Camas, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the provision of services by Vancouver pursuant to this Agreement.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against Vancouver, Camas retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against Camas by an employee of Vancouver or subcontractor or agent of Vancouver, even if Vancouver is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.



c. ATTORNEYS FEES AND COSTS. All parties shall bear their own costs of enforcing the rights and responsibilities under the contract.

SECTION 15. ADHERENCE TO LAW. Vancouver and Camas will be required to comply with all applicable Federal, State, and local laws and requirements.

SECTION 16. AUTHORITY TO SIGN GRANTED BY LEGISLATIVE BODY. The undersigned hereby affirm that they have authority to enter into this Agreement on behalf of Vancouver and Camas City Councils, and that the Vancouver City Council and the Camas City Council have expressly authorized the undersigned to execute this Agreement.

SECTION 17. ASSIGNMENT/SUBCONTRACTING. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of Vancouver and Camas, provided that Vancouver may select the appropriate place and enter into subcontracts third parties for maintenance and repair work pursuant to Section 5 of this Agreement.

SECTION 18. GOVERNING LAW AND VENUE. This Agreement shall be executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.



SECTION 19. NO THIRD PARTY BENEFICIARY. Camas does not intend by this Agreement to assume any contractual obligations to anyone other than Vancouver. Vancouver does not intend by this Agreement to assume any contractual obligations to anyone other than Camas. Camas and Vancouver do not intend there be any third-party beneficiary to this Agreement.

SECTION 20. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City of Vancouver:

CITY MANAGER OF VANCOUVER  
P.O. Box 1995  
Vancouver, Washington 98668-1995

PURCHASING MANAGER OF VANCOUVER  
P.O. Box 1995  
610 Esther Street  
Vancouver, WA 98668-8995

EQUIPMENT SERVICES SUPERINTENDENT  
P.O. Box 1995  
4711 N.E. 4<sup>th</sup> Plain Blvd.  
Vancouver, WA 98668-1995

To City of Camas:

Camas Public Works Director  
616 N.E. 4<sup>th</sup> Avenue  
Camas, Washington 98607

Camas Police Department  
2100 NE 3<sup>rd</sup> Avenue  
Camas, Washington 98607  
Attention: Administrative Sergeant

The name and address to which notices shall be directed may be changed by either Camas or Vancouver giving the other notice of such change as provided in this section.

SECTION 21. WAIVER. No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

SECTION 22. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 2 (Term) and 4 (Extensions). Its method of termination is set forth in Section 3. Its manner of financing and of establishing and maintaining a budget therefore is described in Sections 8 (Cost of Service) and 9 (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

SECTION 23. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

SECTION 24. ADMINISTRATION, AUDITS, INSPECTIONS, AND RETENTION OF RECORDS. This agreement shall be administered jointly by the Vancouver City Manager or designee and the Camas Police Department. Both Vancouver and Camas and any of its representatives shall have full access to and the right to examine, during normal business hours with at least twenty-four (24) consecutive hours advance notice, all of each others

records with respect to all matters covered by this contract. Such representatives shall be permitted to audit, examine and make excerpts or transcripts of such records and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this contract. All documents, papers, accounting records, and other materials pertaining to costs incurred in connection with the project shall be retained by Vancouver and Camas for at least six (6) years from the date of completion (which runs from the conclusion of the final extension of this Agreement) in order to facilitate any audits or inspections.

SECTION 25. DOCUMENT EXECUTION AND FILING. Camas and Vancouver agree that there shall be four (4) signed originals of this Agreement procured and distributed for signature by the necessary officials of Camas and Vancouver. Upon execution, the executed originals of this Agreement shall be returned to the Vancouver City Manager or designee who shall file copies of this Agreement with the Vancouver City Clerk and the Clark County Auditor. Upon receipt by the Clark County Auditor of the signed originals, each such signed original shall constitute an agreement binding upon both Camas and Vancouver.

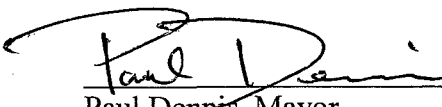
SECTION 26. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

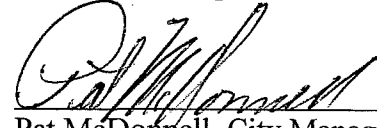
SECTION 27. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, Camas and City of Vancouver have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 18<sup>th</sup> day of April, 2005.

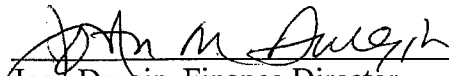
CITY OF CAMAS, WASHINGTON,  
a municipal corporation

CITY OF VANCOUVER  
a municipal corporation

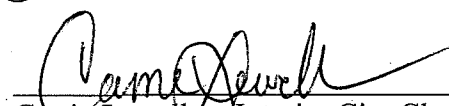
  
Paul Dennis, Mayor

  
Pat McDonnell, City Manager

Attest::

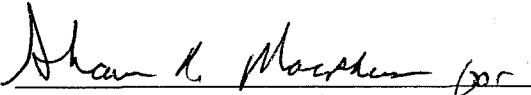
  
Joan Durgin, Finance Director  
City of Camas

Date: 4-25-05

  
Carrie Lewellen, Interim City Clerk  
City of Vancouver

Date: 4-19-05

Approved as to form:

  
Roger Knapp, Camas City Attorney

Date: 5-3-05

  
Ted H. Gathe, Vancouver City Attorney

Date: 4-19-05

**Recorders Note  
No Notary Seal**



**Section III: Additional Enclosures, Data & Charts**

***A. 2005 – Equipment Services Costs***

Fee detail	Fee amount	Per...
Automotive shop rate	<b>\$73.00</b>	...vehicle/equipment
Radio shop rate	<b>Contracted out</b>	...communication repair work
Fuel surcharge	<b>\$0.15</b>	...gallon of diesel fuel
Fuel surcharge	<b>\$0.15</b>	...gallon of unleaded fuel
Hazardous waste fee, shop supplies	<b>10 %</b>	...work order billable hr.
Parts processing fee	<b>33 %</b>	...parts ordered ...special order items
Outside vendor repair fee	<b>20% or flat \$100, if cost is &gt;\$500.00</b>	...cost of requesting bids, arranging repairs, etc.

Fees are reviewed annually and are competitive with local vendors.

**Operating hours:**

Monday – Thursday	6:00am – 11:30pm (2 shifts, 8 hours each)
Friday	6:00am – 8:00pm
Saturday & Sunday	closed

**Points of Contact for Equipment Services:**

Automotive Shop (days):	Paul Lester	360 696 8133
(Swing):	Larry Margicin	360 696 8133
Parts Operation:	Lynn Green - days	360 696 8178
Parts Operation:	Russ Greene - swing	360 696 8178
Invoice Payment:	Kari Mullikin	in city - 4250
Maintenance & Operations:	Fred Post	in city - 4227
Superintendent: Gus Harmon		360 696 8205